

1. Disclaimer and Limitation of Liability as to Products Sold

All products offered by Modern Networks are guaranteed against defects for 30 days from the date of the invoice. Except as expressly stated, Modern Networks makes no representations or warranties, either express or implied, of any kind. You agree that the sole and exclusive maximum liability to Modern Networks shall be the price of the product ordered. In no event shall Modern Networks, its directors, officers, employees, or representatives be liable for special, indirect, consequential, or punitive damages related to products sold by Modern Networks. Modern Networks assumes no responsibility for delays in delivery and/or performance due to product unavailability, carrier delays, extreme weather conditions, flood, fire, power failure, labor troubles, acts of war or terrorism, or other conditions which are beyond our control.

2. Order Acceptance

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Modern Networks reserves the right at any time after receipt of your order to accept or decline your order for any reason. Modern Networks reserves the right at any time after receipt of your order, without prior notice to you, to supply any item at a quantity less than the quantity you ordered of any item. In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Modern Networks reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Modern Networks reserves the right to refuse or cancel any such orders regardless of whether the order has been confirmed.

3. Shipping

Modern Networks will charge, and Customer will pay for all shipping charges. Unless otherwise noted, in the case of Purchase Order, Modern Networks ships FOB Destination, Prepaid and Add (PPD & Add). Modern Networks will ship via FedEx, UPS, or other carrier which provides tracking information. Alternatively, Customer can provide Modern Networks with their carrier account number for shipping fees.

4. Sales Taxes

Modern Networks will charge, and Customer will pay any applicable sales, value-add, or other applicable taxes for all orders. In the event Customer is tax exempt, Customer will provide Modern Networks with appropriate tax exception documentation as required by law.

5. Payments and Payment Terms

Modern Networks accepts all major credit cards (Visa, MasterCard, American Express, Discover).

Modern Networks accepts money orders, cashier's checks, company checks, personal checks, ACH, and wire transfers in U.S. Dollars only. Orders are processed upon receipt and clearance of funds. For personal and company checks, please allow up to 10 banking days after receipt for clearance of funds before the order is processed. A \$35 fee will be charged on all returned checks.

For customers with approved credit, Modern Networks can accept Purchase Orders with Net 30 payment terms. Net terms are offered at the sole discretion of Modern Networks. Invoices not paid within the stated payment terms are subject to a 1.5% fee per month, or if less, the maximum allowable rate by law.

Customer shall pay all invoices in US Dollars, or the currency stated on the invoice. Payment shall be due no later than 30 days from the date of invoice unless otherwise specified in writing.

6. Precedence of Terms; Exclusion of Customer Terms

Except where a separate written purchasing contract or agreement has been executed by both Modern Networks and Customer, the terms and conditions set forth herein shall exclusively govern all sales of products by Modern Networks. Any terms or conditions contained in Customer's purchase order or other documents, whether submitted before or after

the issuance of Modern Networks' order confirmation, are hereby expressly rejected and shall be of no force or effect. Acceptance of Customer's order is expressly conditioned upon Customer's assent to these General Terms and Conditions of Sale. No addition, modification, or waiver of any term shall be binding unless expressly agreed to in a separate written agreement signed by authorized representatives of both parties.

7. Publicity

Neither party shall issue news release or make a public announcement relating to the business transacted pursuant to these Terms and Conditions without the prior written approval of the other party. Notwithstanding, Modern Networks may include Customer's name and logo on websites and marketing materials that generally identify customers of Modern Networks or users of our products and services. If Customer objects in writing to such use, Modern Networks will promptly remove the references to Customer. Both parties agree to work together on mutually beneficial public relations and marketing activities.

8. Jurisdiction and Venue

Customer agrees that any legal action brought against Modern Networks shall be governed by the laws of the State of Florida without regard to the laws of conflict of laws. Customer agrees that the sole jurisdiction and venue for any litigation arising from your use of or orders made to Modern Networks shall be in the Circuit Court for Seminole County, Florida.